IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

Dane William Sprankle, Tracy Michelle Sprankle,

Debtor(s).

Dane William Sprankle,

Tracy Michelle Sprankle,

Movant(s),

v.

AES,

American InfoSource LP as agent for

DIRECTV, LLC,

Andrew F. Gornall, Esq.,

AT&T Wireless,

Capital One,

Capital One Bank (USA), N.A.,

Celine P. DerKirkorian, Esq.,

Chase.

Credit One Bank,

DirecTV,

Ditech Financial LLC,

Diversified Consultants, Inc.,

FedLoan Servicing,

Greentree Bankruptcy Department,

Greentree Servicing, LLC,

James C. Warmbrodt, Esq.,

KML Law Group,

LVNV Funding, LLC its successors

and assigns as assignee of FNBM, LLC,

M&T Bank,

M&T Bank Lending Services,

Merrick Bank,

NewRez LLC D/B/A

Shellpoint Mortgage Servicing,

Office of the United States Trustee,

Pennsylvania Dept, of Revenue,

PHEAA,

PSECU,

Ronda J. Winnecour, Esq.,

Santander Consumer USA, Inc.,

Springleaf Financial Services,

Sunoco / Citibank SD NA,

U.S. Department of Education,

Respondent(s).

Case No. 15-70550-JAD

Chapter 13

Doc. No.

Related to Doc. No.

Hearing date & Time:

NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED DECEMBER 30, 2016

1. Pursuant to 11 U.S.C. § 1329, the Debtor has filed an Amended Chapter 13 Plan dated September 11, 2020, which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:

Debtor is amending the Plan to increase the Plan term to accomplish the goals of the Plan and pursuant to the CARES Act.

2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:

The claim of M&T Bank at Claim No. 3 in the Claim Register shall be paid at its current monthly rate of \$732.26 per month and continuing until the end of the Plan unless future mortgage payment changes modify the monthly payment. The arrears, as demonstrated on the claim, shall be paid together with the postpetition fees, expenses, and charges

The claim of Ditech Financial, LLC at Claim No. 10 in the Claim Register shall govern as to amount, classification, and rate of interest.

The claim of Santander Consumer USA, Inc. at Claim No. 11 in the Claim Register shall govern as to the amount, classification, rate of interest, and monthly payment ad payment shall begin March 2016.

The remaining general, unsecured creditors that filed timely claims will share in the pool of funds on a pro rata basis if funds become available.

3. Debtors submit that the reason(s) for the modification are as follows:

Upon discovery of the possible shortfall of funding in the Debtors' Chapter 13 Plan, Debtor was not capable of securing funds or employment sufficient to provide funding to meet the Plan goal in the time allotted. Debtor's age and medical concerns amid the COVID-19 pandemic caused concern for the Debtor and his health. Pursuant to the CARES Act, the Debtors seek to extend the Plan term to allow sufficient time for Debtors to procure additional funds and meet the Plan goals.

4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 11th day of September 2020.

/s/ Daniel J. Boger, Esq.
Daniel J. Boger, Esq.
PA Bar ID No. 92961
Harold Shepley & Associates, LLC
209 W. Patriot Street
Somerset, PA 15501

Phone: (814) 444-0500 Fax: (814) 444-0600

E-mail: dboger@shepleylaw.com

Case 15-70550-JAD Filed 09/11/20 Entered 09/11/20 10:41:18 Document Page 4 of 10 Fill in this information to identify your case: Debtor 1 **Dane William Sprankle** First Name Middle Name Last Name **Tracy Michelle Sprankle** Debtor 2 First Name (Spouse, if filing) Middle Name Last Name United States Bankruptcy Court for the: WESTERN DISTRICT OF Check if this is an amended plan, and **PENNSYLVANIA** list below the sections of the plan that Case number: 15-70550 have been changed. (If known) Western District of Pennsylvania Chapter 13 Plan Dated: September 11, 2020 Part 1: Notices This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not To Debtor(s): indicate that the option is appropriate in your circumstances. Plans that do not comply with local rules and judicial rulings may not be confirmable. The terms of this plan control unless otherwise ordered by the court. In the following notice to creditors, you must check each box that applies To Creditors: YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. IF YOU OPPOSE THIS PLAN'S TREATMENT OF YOUR CLAIM OR ANY PROVISION OF THIS PLAN, YOU OR YOUR ATTORNEY MUST FILE AN OBJECTION TO CONFIRMATION AT LEAST SEVEN (7) DAYS BEFORE THE DATE SET FOR THE CONFIRMATION HEARING, UNLESS OTHERWISE ORDERED BY THE COURT. THE COURT MAY CONFIRM THIS PLAN WITHOUT FURTHER NOTICE IF NO OBJECTION TO CONFIRMATION IS FILED. SEE BANKRUPTCY RULE 3015. IN ADDITION, YOU MAY NEED TO FILE A TIMELY PROOF OF CLAIM TO BE PAID UNDER ANY PLAN. The following matters may be of particular importance. **Debtor(s)** must check one box on each line to state whether the plan includes each of the following items. If the "Included" box is unchecked or both boxes are checked on each line, the provision will be ineffective if set out later in the plan. 1.1 A limit on the amount of any claim or arrearages set out in Part 3, which may result **✓** Included Not Included in a partial payment or no payment to the secured creditor (a separate action will be required to effectuate such limit) Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, 1.2 **✓** Included Not Included set out in Section 3.4 (a separate action will be required to effectuate such limit) 1.3 Nonstandard provisions, set out in Part 9 **✓** Included Not Included Plan Payments and Length of Plan 2.1 Debtor(s) will make regular payments to the trustee: Total amount of \$1803.00 per month for a remaining plan term of 63 months shall be paid to the trustee from future earnings as follows: Payments: By Income Attachment Directly by Debtor By Automated Bank Transfer \$ 1803.00 D#1 \$ \$ \$ \$ D#2 (SSA direct deposit recipients only) (Income attachments must be used by Debtors having attachable income) 2.2 Additional payments. **Unpaid Filing Fees.** The balance of \$_____ shall be fully paid by the Trustee to the Clerk of the Bankruptcy court form the first PAWB Local Form 10 (12/17) Chapter 13 Plan Page 1

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Debtor	Dane William Sprankle Tracy Michelle Sprankle	Case num	ber	15-70550	
	available funds.				

Check one.

- **None.** If "None" is checked, the rest of § 2.2 need not be completed or reproduced.
- 2.3 The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above.

Part 3: Treatment of Secured Claims

3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts.

Check one.

None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced.

The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.

Name of Creditor	Collateral	Current installment payment (including escrow)	Amount of arrearage (if any)	Start date (MM/YYYY)
M&T Bank	419 Lincoln Road Gallitzin, PA 16641 Cambria County	\$732.26	\$10,408.78	
Santander Consumer USA, Inc.	2009 Kia Borrego 60,000 miles	\$344.48	\$0.00	

Insert additional claims as needed.

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

Check one.

None. If "None" is checked, the rest of § 3.2 need not be completed or reproduced.

3.3 Secured claims excluded from 11 U.S.C. § 506.

Check one.

None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.

The claims listed below were either:

- (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or
- (2) incurred within one 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.

Name of Creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor
Ditech Financial LLC	2004 Dodge Grand Caravan 177,000 miles	\$5,485.40	9.99600%	\$367.62

Insert additional claims as needed.

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Debtor			/illiam Sprankle /lichelle Sprankle		Case nun	ıber	15-70550		
3.4	Lien a	voidance	e.						
Check of	one.	the exempthe exempthe exempthe execution is	If "None" is checked, the recetive only if the applicable addicial liens or nonpossessor the debtor(s) would have be accourt order the avoidance options. The amount of any jutent allowed. The amount, if under the plan. See 11 U.S.C. nation separately for each lie	box in Part 1 of a y, nonpurchase-men entitled under of a judicial lien of dicial lien or secu- cany, of the judicial C. § 522(f) and Ba	this plan is checked coney security interests security I. U.S.C. § 522(b). The dependent of the security interest securing arity interest that is avoided all lien or security interest the	ring the btor(s) a clair will be nat is n	ne claims listed below will request, <i>by filir</i> in listed below to the te treated as an unsecu- not avoided will be pa	v impa ng a sep extent ured cla aid in f	ir exemptions to parate motion, it impairs such aim in Part 5 to full as a secured
Name	of credi	tor	Collateral		Modified principal balance*]	Interest rate Mo Rat		payment or pro
Green Bankr Depar	uptcy		419 Lincoln Road Galli 16641 Cambria County		\$23,691.7	5 (0.00%		
Insert ac	dditional	claims as	s needed.						
*If the l	ien will	be wholly	v avoided, insert \$0 for Modi	ified principal bal	ance.				
3.5	Surre	nder of c	ollateral.						
Che	ck one.								
	✓	The debt that upor	"None" is checked, the rest tor(s) elect to surrender to ea n confirmation of this plan the C. § 1301 be terminated in all n Part 5.	ch creditor listed ne stay under 11 U	below the collateral that see J.S.C. § 362(a) be terminate	cures the	he creditor's claim. To the collateral only a	nd tha	t the stay under
	of Cred		0		Collateral	00.00	0!!		
	dditional	claims as			2006 Toyota Sienna 2	03,00	o miles		
Name	of taxin	g authori	ty Total amount of claim	1 Type of tax	Interest Rat		lentifying number(s ollateral is real estat		Tax periods
-NONE	≣-							_	
Insert ac	dditional	claims as	s needed.						
			of the Internal Revenue Server as of the date of confirmation		alth of Pennsylvania and any	y other	tax claimants shall l	ear in	terest at
Part 4:	Trea	tment of	Fees and Priority Claims						
4.1	Gener	al							
			and all allowed priority claim postpetition interest.	ns, including Dom	estic Support Obligations o	ther th	an those treated in S	ection	4.5, will be paid
4.2	Trust	ee's fees							

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Debtor	Dane William Sp Tracy Michelle S		Case number	15-70550	
	and publish the prevailing		ng the course of the case. The trustee accumbent upon the debtor(s)' attorney antely funded.		
4.3	Attorney's fees.				
	payment to reimburse costs is to be paid at the rate of \$ approved by the court to da compensation above the no any additional amount will	advanced and/or a no-look costs 271.43 per month. Including and te, based on a combination of the look fee. An additional \$_0.00 be paid through the plan, and thi	iates, LLC. In addition to a retainer of deposit) already paid by or on behalf by retainer paid, a total of \$	f of the debtor, the and fees and costs rein eviously approved a cation to be filed and that additional arms.	mount of \$1,900.00 abursement has been application(s) for d approved before
		ipation in the court's Loss Mitiga	n Local Bankruptcy Rule 9020-7(c) is ation Program (do not include the no-		
4.4	Priority claims not treated	elsewhere in Part 4.			
Insert ad	None . If "None" ditional claims as needed	is checked, the rest of Section 4.4	4 need not be completed or reproduce	d.	
4.5	Priority Domestic Suppor	rt Obligations not assigned or o	wed to a governmental unit.		
			oligations through existing state court urrent on all Domestic Support Obliga		
	Check here if this paym	ent is for prepetition arrearages of	only.		
	f Creditor the actual payee, e.g. PA So	Description	Claim		onthly payment or o rata
None		_			
Insert ad	ditional claims as needed.				
4.6	Check one.		rernmental unit and paid less than f not be completed or reproduced.	ull amount.	
4.7	Priority unsecured tax cla	ims paid in full.			
Name o	f taxing authority	Total amount of claim	Type of Tax	Interest rate (0% If blank)	Tax Periods
-NONE			_		
Insert ad	ditional claims as needed.				
Part 5:	Treatment of Nonpriorit	y Unsecured Claims			
5.1	Nonpriority unsecured cl	aims not separately classified.			
	Debtor(s) ESTIMATE(S) t	hat a total of \$0.00 will be availa	able for distribution to nonpriority uns	secured creditors.	

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Debtor Dane William Sprankle Case number 15-70550
Tracy Michelle Sprankle

Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$18,437.80 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4).

The total pool of funds estimated above is *NOT* the *MAXIMUM* amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is **30.00**%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class.

5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of § 5.2 need not be completed or reproduced.

5.3 Postpetition utility monthly payments.

The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These payments comprise a single monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The claim payment will not change for the life of the plan. Should the utility obtain an order authorizing a payment change, the debtor(s) will be required to file an amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional funds from the debtor(s) after discharge.

Name of Creditor	Monthly payment	Postpetition account number
-NONE-		<u>-</u>

Insert additional claims as needed.

5.4 Other separately classified nonpriority unsecured claims.

Check one.

None. If "None" is checked, the rest of § 5.4 need not be completed or reproduced.

Part 6: Executory Contracts and Unexpired Leases

6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected.

Check one.

None. If "None" is checked, the rest of § 6.1 need not be completed or reproduced.

Part 7: Vesting of Property of the Estate

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan in order to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.

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- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection

payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. *LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID.* The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions

None. If "None" is checked, the rest of Part 9 need not be completed or reproduced.

Debtors have Amended the Plan and elected to extend the term to 63 months to accomplish the goals of the Plan pursuant to the CARRES Act amid the COVID-19 pandemic.

Part 10: Signatures:

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

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Debtor Dane William Sprankle Case number Tracy Michelle Sprankle 15-70550

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or the debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as "nonstandard" terms and are approved by the court in a separate order.

X	/s/ Dane Will	iam Sprankle	X /s/ Tracy Michelle Sprankle			
	Dane William	n Sprankle	Tracy Michelle Sprankle			
	Signature of Debtor 1			Signature of Debtor 2		
	Executed on	September 11, 2020		Executed on	September 11, 2020	
X	/s/ Daniel J. I	Boger, Esq.	Date	Septembe	r 11, 2020	
	Daniel J. Bog	ger, Esq. PA Bar ID No. 92961				
	Signature of de	ebtor(s)' attorney				